

U.S. DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

CASCADE MARITIME RESOURCES LLC,
Plaintiff,
vs.
INDUSTRIAL POWER SUPPLY, INC., doing
business as SKAGIT HYDRAULICS,
Defendants.

IN ADMIRALTY

Case No.:

**COMPLAINT FOR BREACH
OF REPAIR CONTRACT
AND
BREACH OF WARRANTY**

COMES NOW plaintiff CASCADE MARITIME RESOURCES LLC, by and through its attorneys, Holmes Weddle & Barcott, P.C., and complains against defendant INDUSTRIAL POWER SUPPLY, INC., doing business as SKAGIT HYDRAULICS, as set forth below:

I. PARTIES

1. Plaintiff CASCADE MARITIME RESOURCES LLC (“CMR”) is and at all material times a limited liability corporation organized and existing under the laws of the State of Washington and engaged in the business of owning and operating the passenger vessel CASCADIA, O.N. 981640.

2. Defendant INDUSTRIAL POWER SUPPLY, INC is a Washington corporation, doing business as SKAGIT HYDRAULICS (“SH”), with its principal office in the State of Washington, which performs hydraulic repair in the Western District of Washington.

1 9. Despite its agreement and representations, SH failed to perform timely repair,
2 replacement, and upgrade work on the Vessel as agreed. The work that was performed by SH
3 on the Vessel was inadequate, not as agreed, and failed to meet with marine or industry standards.
4 This included incorrect design and installation of hydraulic components, improper installation
5 techniques, and similar problems. SH further provided components to the Vessel about which it
6 misrepresented the character and quality of those components.

7 10. As a result of SH's failure to perform work, improper or inadequate work, and the
8 defective hydraulic systems installed, CMR has been forced to perform corrective repairs to the
9 Vessel's hydraulic system. Thus far, CMR has incurred repair costs of \$15,773.55 as a direct
10 result of SH's inadequate work. Further repair charges exceeding \$15,000 are anticipated to cure
11 the defective or inadequate design and installation work by SH.

12 11. In addition to repair costs incurred by CMR as a result of SH's acts and omissions,
13 CMR has lost income from the Vessel's charter business in an amount no less than \$8,000. CMR
14 has further incurred other consequential and incidental damages, including additional loss of use,
15 as a result of SH's conduct in an amount to be proven at trial.

16 IV. FIRST CAUSE OF ACTION - BREACH OF CONTRACT

17 12. Plaintiff realleges the foregoing as if fully set forth.

18 13. The parties entered into a contract for repairs to the Vessel. This is a maritime
19 contract. Under the parties' agreement, SH was required to competently perform the agreed
20 design, repair, and installation work on the Vessel's hydraulic systems in a timely manner. By
21 failing perform the agreed work in a timely or workmanlike manner, by failing to perform repair
22 and replacement work up to marine industry standards, and by providing incorrect components,
23 SH breached its contract with CMR.

1 14. As a result of SH's breach of contract, CMR has sustained damages in a liquidated
2 amount of \$23,773.55, and in further amounts exceeding \$15,000 as may be proven at trial.

3 **V. SECOND CAUSE OF ACTION -**
4 **BREACH OF WARRANTY OF WORKMANLIKE SERVICE**

5 15. Plaintiff realleges the foregoing as if fully set forth.

6 16. By failing for perform repair and replacement work on the Vessel to a
7 workmanlike standard, by failing to competently design, repair, and install systems and
8 components on the Vessel as agreed, and by causing damage to the Vessel and necessitating
9 further repair, SH breached it warranty of workmanlike service to CMR.

10 17. As a result of its breach of warranty, SH is liable to CMR for direct and
11 consequential damages in a liquidated amount of \$23,773.55, and in further amounts exceeding
12 \$15,000 as may be proven at trial.

13 **VI. RELIEF REQUESTED**

14 **WHEREFORE,** Plaintiff pray for judgment as follows:

15 1. For a judgment in favor of Plaintiff against Defendant awarding damages for any
16 and all consequences of SH's improper repair and installation work, and SH's delays in
17 completion, in a liquidated amount of \$23,773.55, and for further amounts exceeding \$15,000 as
18 may be proven at trial.

19 2. For an award of attorney's fees and costs incurred in bringing this action as
20 allowed by law;

21 3. For other such further relief as the Court may deem just and equitable.

DATED this 14th day of January, 2020.

s/ Lafcadio Darling
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